Arkansas

HFPL Elements	Recurring	Nonrecurring	
		Initial	Additional
HFPL Loops			
Zone 1	$35.53	N/A	N/A
Zone 2	$15.80	N/A	N/A
Zone 3	$9.38	N/A	N/A
HFPL Cross Connects-CLEC Owned	$0.53	$202.52	$111.61
HFPL OSS Charge-Per Line	$0.61	N/A	N/A
HFPL Cross Connects -SBC Owned Splitter	TBD	TBD	TBD
HFPL Splitter-SBC Owned (Line at a time)	TBD	N/A	N/A

Kansas

HFPL Elements	Recurring	Nonrecurring	
		Initial	Additional
HFPL Loops			
Zone 1	$11.67	N/A	N/A
Zone 2	$6.82	N/A	N/A
Zone 3	$5.93	N/A	N/A
HFPL Cross Connects-CLEC Owned	$0.78	$126.76	$79.10
HFPL OSS Charge-Per Line	$0.61	N/A	N/A
HFPL Cross Connects -SBC Owned Splitter	TBD	TBD	TBD
HFPL Splitter-SBC Owned (Line at a time)	TBD	N/A	N/A

Missouri

HFPL Elements	Recurring	Nonrecurring	
		Initial	Additional
HFPL Loops			
Zone 1	$6.36	N/A	N/A
Zone 2	$10.36	N/A	N/A
Zone 3	$16.65	N/A	N/A
Zone 4	$9.12	N/A	N/A
HFPL Cross Connects-CLEC Owned	$0.52	$135.56	$86.28
HFPL OSS Charge-Per Line	$0.61	N/A	N/A
HFPL Cross Connects -SBC Owned Splitter	TBD	TBD	TBD
HFPL Splitter-SBC Owned (Line at a time)	TBD	N/A	N/A

Oklahoma

HFPL Elements	Recurring	Nonrecurring	
		Initial	Additional
HFPL Loops			
Zone 1	$17.50	N/A	N/A
Zone 2	$9.00	N/A	N/A
Zone 3	$6.50	N/A	N/A
HFPL Cross Connects-CLEC Owned	$0.90	$167.88	$103.23
HFPL OSS Charge-Per Line	$0.61	N/A	N/A
HFPL Cross Connects -SBC Owned Splitter	TBD	TBD	TBD
HFPL Splitter-SBC Owned (Line at a time)	TBD	N/A	N/A

Texas

HFPL Elements	Recurring	Nonrecurring	
		Initial	Additional
HFPL Loops			
Zone 1	$9.49	N/A	N/A
Zone 2	$6.83	N/A	N/A
Zone 3	$6.07	N/A	N/A
HFPL Cross Connects-CLEC Owned	$0.53	$101.71	$64.09
HFPL OSS Charge-Per Line	$0.61	N/A	N/A
HFPL Cross Connects -SBC Owned Splitter	TBD	TBD	TBD
HFPL Splitter-SBC Owned (Line at a time)	TBD	N/A	N/A

Illinois

HFPL Elements	Recurring	Nonrecurring	
		Initial	Additional
HFPL Loops			
Zone-Rural	$5.70	N/A	N/A
Zone-Suburban	$3.54	N/A	N/A
Zone-Metro	$1.30	N/A	N/A
HFPL Cross Connects-CLEC Owned	$0.70	$132.65	N/A
HFPL OSS Charge-Per Line	$0.61	N/A	N/A
HFPL Cross Connects -SBC Owned Splitter	TBD	TBD	N/A
HFPL Splitter-SBC Owned (Line at a time)	TBD	N/A	N/A
HFPL Service Order Charge	N/A	$13.17	N/A

Indiana

HFPL Elements	Recurring	Nonrecurring	
		Initial	Additional
HFPL Loops			
Zone-Rural	$4.50	N/A	N/A
Zone-Suburban	$4.08	N/A	N/A
Zone-Metro	$4.02	N/A	N/A
HFPL Cross Connects-CLEC Owned	$0.40	$108.53	N/A
HFPL OSS Charge-Per Line	$0.61	N/A	N/A
HFPL Cross Connects -SBC Owned Splitter	TBD	TBD	N/A
HFPL Splitter-SBC Owned (Line at a time)	TBD	N/A	N/A
HFPL Service Order Charge	N/A	$14.57	N/A

Michigan

HFPL Elements	Recurring	Nonrecurring	
		Initial	Additional
HFPL Loops			
Zone-Rural	$7.67	N/A	N/A
Zone-Suburban	$5.90	N/A	N/A
Zone-Metro	$5.45	N/A	N/A
HFPL Cross Connects-CLEC Owned	$0.58	$111.83	N/A
HFPL OSS Charge-Per Line	$0.61	N/A	N/A
HFPL Cross Connects -SBC Owned Splitter	TBD	TBD	N/A
HFPL Splitter-SBC Owned (Line at a time)	TBD	N/A	N/A
HFPL Service Order Charge			
Service Order- Initial	N/A	$3.16	N/A
Service Order- Disconnect	N/A	$1.54	N/A
Service Order- Subsequent	N/A	$3.02	N/A

Wisconsin

HFPL Elements	Recurring	Nonrecurring	
		Initial	Additional
HFPL Loops			
Zone-Rural	$5.45	N/A	N/A
Zone-Suburban	$5.45	N/A	N/A
Zone-Metro	$5.45	N/A	N/A
HFPL Cross Connects-CLEC Owned	$0.62	$114.94	N/A
HFPL OSS Charge-Per Line	$0.61	N/A	N/A
HFPL Cross Connects -SBC Owned Splitter	TBD	TBD	N/A
HFPL Splitter-SBC Owned (Line at a time)	TBD	N/A	N/A
HFPL Service Order Charge	N/A	$16.50	N/A

Ohio

HFPL Elements	Recurring	Nonrecurring	
		Initial	Additional
HFPL Loops			
Zone-Rural	$4.76	N/A	N/A
Zone-Suburban	$3.99	N/A	N/A
Zone-Metro	$2.97	N/A	N/A
HFPL Cross Connects-CLEC Owned	$0.64	$130.59	N/A
HFPL OSS Charge-Per Line	$0.61	N/A	N/A
HFPL Cross Connects -SBC Owned Splitter	TBD	TBD	N/A
HFPL Splitter-SBC Owned (Line at a time)	TBD	N/A	N/A
HFPL Service Order Charge	N/A	$16.23	N/A

Connecticut

HFPL Elements	Recurring	Nonrecurring	
		Initial	Additional
HFPL Loops			
Zone A	$4.38	N/A	N/A
Zone B	$6.90	N/A	N/A
Zone C	$7.97	N/A	N/A
Zone D	$9.18	N/A	N/A
HFPL Cross Connects-CLEC Owned	$0.83	$242.08	$133.71
HFPL OSS Charge-Per Line	$0.61	N/A	N/A
HFPL Cross Connects -SBC Owned Splitter	TBD	TBD	TBD
HFPL Splitter-SBC Owned (Line at a time)	TBD	N/A	N/A

Nevada

HFPL Elements	Recurring	Nonrecurring	
		Initial	Additional
HFPL Loops			
Zone 1	$6.83	N/A	N/A
Zone 2	$9.13	N/A	N/A
Zone 3	$17.38	N/A	N/A
HFPL Cross Connects-CLEC Owned	$0.52	$190.03	$102.09
HFPL OSS Charge-Per Line	$0.61	N/A	N/A
HFPL Cross Connects -SBC Owned Splitter	TBD	TBD	TBD
HFPL Splitter-SBC Owned (Line at a time)	TBD	N/A	N/A

California

HFPL Elements	Recurring
HFPL Loop	$5.85
EISCCs (CLEC Owned Splitter)	$0.88
EISCCs (SBC Owned Splitter)	$1.76
HFPL OSS Charge	$0.61
HFPL Splitter-Line at a time	$1.66

Nonrecurring

HFPL-CLEC Owned Splitter

	Service Order				Channel	
	A New	B Disconnect	C Change	D Record	E New	F Disconnect
Crossconnects, per line - Initial (MANUAL/FAX)	$57.53	$48.94	$52.25	$47.42	$16.38	$15.40
Crossconnects, per line - Initial (CESAR/LEX)	$29.93	$21.03	$24.33	$19.58	$16.38	$15.40
Crossconnects, per line - Initial (Mechanized)	$0.16	$0.16	$0.16	$0.00	$16.38	$15.40
Crossconnects, per line - Additional (MANUAL/FAX)	$3.24	$1.85	$2.02	$0.00	$11.85	$8.73
Crossconnects, per line - Additional (CESAR/LEX)	$3.24	$1.85	$2.02	$0.00	$11.85	$8.73
Crossconnects, per line - Additional (Mechanized)	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$11.85*	*$8.73*

HFPL SBC Owned Splitter

	Service Order				Channel	
	A New	B Disconnect	C Change	D Record	E New	F Disconnect
Crossconnects, per line - Initial (MANUAL/FAX)	$57.53	$48.94	$52.25	$47.42	$19.99	$16.57
Crossconnects, per line - Initial (CESAR/LEX)	$29.93	$21.03	$24.33	$19.58	$19.99	$16.57
Crossconnects, per line - Initial (Mechanized)	$0.16	$0.16	$0.16	$0.00	$19.99	$16.57
Crossconnects, per line - Additional (MANUAL/FAX)	$3.24	$1.85	$2.02	$0.00	$15.00	$9.79
Crossconnects, per line - Additional (CESAR/LEX)	$3.24	$1.85	$2.02	$0.00	$15.00	$9.79
Crossconnects, per line - Additional (Mechanized)	$0.00	$0.00	$0.00	$0.00	$15.00	$9.79

Connect	
G Change	H Record
TBD	$0.00
TBD	$0.00
TBD	$0.00
TBD	$0.00
TBD	$0.00
TBD	$0.00

Connect	
G Change	H Record
TBD	$0.00
TBD	$0.00
TBD	$0.00
TBD	$0.00
TBD	$0.00
TBD	$0.00

SYSTEMS SUB-TEAM MEETING
February 7, 2000

NAME	COMPANY
Betty Schlackman	SBC
*Mike Zulevic	Covad
Steve Weinert	SBC
Hadi Sadrosadat	SBC
Cliff Yackle	SBC-TRI
Howard Siegel	IP Communications
Sean Miner	IP Communications
Jessica Lewandowski	NorthPoint
Mike Gunnels	AT&T
Jo Gentry	Rhythms
Ann Lopez	Rhythms
Mark Willborn	Allegiance
Jon Lindgren	IP Communications
Jeff Brown	SWBT
William Drake	MCIW
Rick Jacobs	ASI
Ron Owens	ASI
Patti Coughlan	AT&T
Derek Pollard	Allegiance
Steve Taff	Allegiance
Kurt Schwartz	Covad
Julie Chambers	AT&T
Bryan Loewen	SBC
Anna Young	SBC
Allan Samson	SBC
Carol Chapman	SBC
Nancy Meierhoff	SWBT
Nina Carreiro	Allegiance
Brad Bujnowski	AADS
Chris Finnigan	AADS
Kim Hamm	SWBT
*Gary Darling	ASI
*Roy Holding	SWBT
*Ken Edwards	AADS
*Cindy Solis	Rhythms
*Pat Green	Jato
*Michelle Carpenter	DSL.net
*Diane Walsh	Ameritech
*Lorrane Watson	MCIW
*Jorge Alcantar	NorthPoint

** Via Conference Call*

Test Access Discussion

- Today, the splitter vendors do not have a test access point at the splitter itself. SBC is requesting the splitter vendors to provide this in their future products.
- SBC could allow a separate shelf be wired to each splitter shelf to allow a test access point for today's splitters. SBC would not prefer to allow CLECs access to the MDF for testing.
- SBC does not necessarily test the high frequency portion of the loop. SBC does line balance and continuity testing.
- Minimizing the number of cross-connects in any given architecture will reduce the possibilities of trouble. The more cross-connects you have, the more human intervention there will be on the frame, and these factors will increase the likelihood of trouble. Therefore, hard cabling in advance of ordering (thereby reducing the number of cross-connects) is good for maintenance reasons.
- CLECs are hesitant to give up 7x24 access to test inside the their collocation cages. Escorted access is a possibility the CLECs would explore though.
- Test access will have an evolution. Indefinitely, we (collectively) will not be able to resolve all test access issues prior to the trial commencing in 18 days.
- For purposes of the trial, SBC would put the splitter in a location that CLECs can access 7x24. It may require SBC to wire out a test point to the splitter shelf.
- SBC would support the drafting of a letter for a recommendation of an open network architecture. SBC will attempt to complete this draft letter in the next week or two and circulate to the CLECs for their input.
- For the trial when the CLEC owns the splitter and its located in a common collocation area, SBC would propose the same configuration as suggested above for test access.
- CLECs would propose changing a CFA to work trouble isolated down to the data portion. By changing the CFA, SBC would only be required to swing a jumper to the new assignment. SBC is interested in this solution and will investigate more.
- NorthPoint recommends using DC blocking panels. SBC agrees to use DC blocking for trial and will look into more for long-term product.
- For trial, parties will agree to a time increment for when CLECs will fix trouble. During the maintenance window, CLEC may propose to cut around to another CFA assignment to get another splitter port.

Broke and reconvened after lunch to start discussions for Systems team.

Line Sharing Systems Meeting, February 7, 2000, Dallas

Attendees: Sign-up sheet, plus Lorrane Watson, MCI WorldCom (on the phone)
Chair Person: Bryan Loewen

Preordering Process for Line Sharing Trial has the same requirements as DSL preordering (business as usual).

For the trial purposes, submission of the service request, as well as loop qualification request will be manual.

Due to SFS Dismantling Order, SBC Loop Qualification process is being changed with the release date of March 2000. The outline of these changes needs to be identified for the CLECs.

In addition, SBC will provide the following information for the CLECs.

SBC Action Items:

- Information and data about the loop in response to CLECs' Line Sharing Request Form.
- Description and definition of the loop data.
- Specific forms for each region regarding the loop qualification.
- Escalation/c6ntact list for line sharing trial.
- Time lines for the trial needs to be established by 2/14/2000.

CLECs Action Item:

- CLECs will identify a uniform Line Sharing Request Form by 2/10/2000. Ann Lopez is the pint of contact for CLECs to send her the DLR information so she can compile and forward to SBC.

During the trial, no conditioning of the loop will be provided.
CLEC submits an address. If the customer has 3 lines and CLEC wants a particular line, SBC may need to do some rearrangement such as line station transferring of the pairs.

Bryan described different scenarios for splitter placement in the central offices. For each alternative, the number of the cross connects were discussed. The architecture, and the number of cross connects will determine the contents of the service order and the LSR.

Billing:

During the trial, in order to test the billing systems, a monthly bill will be sent to the CLECs. However, they will not be charged for the SBC services during the trial. CLECs requested an itemized bill for all the charges.

CLECs desire to purchase a line as a UNE and line share it with other CLECs. However, it will not be included on this trial.

CLEC/SBC Line-Sharing Trial Timeline

Event	Date
Obtain CLEC CFA information for input into SBC ILEC SWITCH databases	3/3/00 or 1 day prior to submitting orders
Begin processing CLEC/SBC line shared orders	Noon 3/6/00
CLECs complete ratings and rankings of SBC's 13-state central offices	3-10-00
SBC provides decision to CLEC community with a SBC ownership of the splitter option	3-15-00
Begin service assurance process flow testing	TBD
End service assurance process flow testing	TBD (about 2 weeks after beginning)
Begin testing other provisioning scenarios agreed to for Phase 1 of the trial (e.g. CLEC to CLEC conversion of data customer, disconnect of POTS customer, disconnect of data customer, etc.)	TBD
SBC provides projected installation timeline to equip prioritized CO's from CLEC ratings and rankings	3-24-00
Last day for a customer assigned due date for line shared orders at the trial locations	3-31-00
CLECs/SBC meet to discuss key success/learnings and any open gaps from trial	4-19-00
Last day of trial	4-29-00
CLECs will begin getting billed for all line-shared customers (may require coordinated re-arrangement of end-user to a line sharing option that will be acceptable for long-term product).	5-1-00

Felicia Franco-Feinberg

From: Chao, Bernard [BChao@covad.com]
Sent: Tuesday, April 25, 2000 4:36 PM
To: ffranco@covad.com
Subject: FW: SBCs proposed edit's Covad language

Covad LS amend 3_28_00.doc

-----Original Message-----
From: SAMSON, ALLAN (SBC-MSI) [mailto:VS2421@txmail.sbc.com]
Sent: Tuesday, March 28, 2000 8:29 AM
To: LIzon@Covad.COM; bchao@Covad.COM
Cc: WAGNER, AMY R (Legal); STILES, RENEE (PB); Ohlson, Kristin (Legal); SEAMAN, LYNDA A (PB); GUERRA, GEORGE E (PB); SCHLACKMAN, BETTY (SBC-MSI); CRUZ, ROD (SBC-MSI); LOEWEN, BRYAN (SWBT)
Subject: SBCs proposed edit's Covad language

Bernard and all:

Here's DRAFT revision of the Covad proposed line sharing language that I tried to edit in SBC's key positions. It seems I changed it more than I thought, though I think the potential for flexibility exists on our side, as I sense it does on yours. I need to emphasize that this is draft, and sort of reserve a "no gotcha" rule as this has not been reviewed by legal and a few others that might need to make a tweak here or there. However, in the interest of speed, it clearly captures 90%+ the SBC positions so we can have a meaningful discussion.

Look forward to speaking with you this morning.

Allan

<<Covad LS amend 3_28_00>>

DRAFT: This represents SBC's edits to Covad's prepared language.
Subject to minor changes. 3/28/00

AMENDMENT TO INTERCONNECTION AGREEMENT

This Amendment ("Amendment") between _____ ("ILEC") and Covad Communications Company amends the Interconnection Agreement by and between ILEC and Covad dated _____ (the "IA"). This Amendment is dated as of the date of the last signature to this Amendment.

Do we need a definitions section? I propose just a couple of definitions:

- "High Frequency Portion of the Loop" ("HFPL") is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The FCC's Third Report and Order in CC Docket No.98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. Line sharing technologies may only reside in the higher frequency ranges, preserving a "buffer zone" to ensure the integrity of voice band traffic. PACIFIC shall only make the HFPL available to CLEC in those instances where PACIFIC also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.
- Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services ("Plan of Record" or "POR") refers to SBC's December 7, 1999 filing with the FCC, including any subsequent modifications or additions to such filing.
- The "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.
- DSLAM is a piece of equipment that splits voice (low band) and data (high band) signals carried over a twisted copper pair. The voice signal is transmitted toward a circuit switch, and the data from multiple lines is combined in a packet or cell format and is transmitted to a packet switch, typically ATM or IP.

1. ILEC will deliver to the CLEC and provide CLEC with access ~~to the frequency range above the voiceband on a copper loop facility used to carry analog circuit-switched voiceband transmissions (the "high frequency spectrum network element").~~ to the HFPL. CLEC may use this access to provision any voice compatible xDSL technologies. Specifically permissible are ADSL, RADSL, G.lite, and any other xDSL technology that is presumed to be acceptable for shared-line deployment in accordance with FCC rules. PACIFIC and CLEC agree

to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.

1(a) PACIFIC shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraph 75.

1(b) HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where PACIFIC is not the retail POTS provider. [OR WE CAN SAY PARTIES ACKNOWLEDGE THAT THIS ATTACHEMENT DOES NOT PROVIDE LINE SHARING ON UNE-P, BUT BOTH RESERVE THEIR RIGHT AND THIS DOES NOT CONSTITUTE THAT COVAD AGREES WITH THAT, ETC. -allan]

1(c) PACIFIC shall not be required to provide narrowband service to CLEC "A" and broadband service to CLEC "B" on the same loop. Any line sharing between two CLECs shall be accomplished between those parties and shall not utilize any PACIFIC splitters, equipment, cross connects or OSS systems to facilitate line sharing between such CLECs. [OR WE CAN SAY PARTIES ACKNOWLEDGE THAT THIS ATTACHEMENT DOES NOT PROVIDE LINE SHARING ON UNE-P, BUT BOTH RESERVE THEIR RIGHT AND THIS DOES NOT CONSTITUTE THAT COVAD AGREES WITH THAT, ETC. -allan]

1(d) When SBC 12-State traditional retail POTS services are disconnected at the request of the end user or POTS service is suspended due to "denial for non-pay", PACIFIC will notify the CLEC that the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or will be disconnected at CLEC's option.

2. To order the high frequency spectrum network element, CLEC must have digital subscriber line equipment collocated in the central office that serves the end-user of that line. CLEC must provide the end-user with, and is responsible for the installation of, a splitter, filter(s), and/or other customer premises equipment necessary for the end-user to receive separate voice and data services across the same loop.

3. ILEC will provide CLEC with access to all data regarding the loop containing the high frequency network element that is available to the ILEC, including but not limited to loop makeup information contained in ILEC's ~~databases and the results of any mechanized loop test performed~~ on the loop as : set forth in SBC's Plan or

Record. In the interim, loop make-up data will be provide. In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop make-up information that PACIFIC is providing any other CLEC and/or PACIFIC or its advanced services affiliate. A loop qualification charge will apply as set forth below. [RATES NEED TO BE ADDED.]

4. ILEC will condition or decondition a loop to make it capable of supporting the CLEC's xDSL technology across the high frequency network element where such conditioning or deconditioning will not interfere (other than during the conditioning or deconditioning) with the voiceband services provisioned across the loop at the time the CLEC orders the network element. If the ILEC contends that conditioning or deconditioning a loop will interfere with the voice grade service on the loop, then the ILEC (a) at the request of the CLEC has the burden of establishing that its contentions are correct to the California Public Utilities Commission; (b) may not provide xDSL services across that loop; and (c) at the request of the CLEC will, whenever possible, transfer the end-user's voice service to a loop that is capable of supporting the CLEC's xDSL technology across the high frequency network element if the customer's existing loop does not meet or cannot be made to meet the necessary physical requirements of a clean copper loop. All requested loop conditioning will be provided at the rates set forth below. [NOTE – my two issues is that we will move you to another loop if the first loop just doesn't work due to DLC, etc. We won't move if the loop is fine, but is experiencing spectrum interference or other service inhibiting problems. Second – we do think conditioning rates should apply. Rates will have to be added.

5. ILEC will provide CLEC with access to the high frequency network element in one of the following ways, at the discretion of CLEC:

(a) Option 1: ILEC will purchase, install, and maintain a central office POTS splitter and permit the CLEC to interconnect to data ports on that POTS splitter.

5.(a).1 SBC will agree to own, purchase, install, inventory, provision, maintain and lease splitters in accordance with the terms set forth herin. SBC will determine where such SBC-owned splitters will be located in each central office. Upon CLEC's request, SBC will perform testing at the SBC-owned splitter on behalf of CLEC. In the event that no trouble is found at the time of testing by SBC, CLEC shall pay SBC for such testing at the rates set forth in the underlying interconnection agreement. CLEC will not be permitted direct physical access to the SBC-owned splitters, including the MDF or the IDF, for testing. Upon the request of either Party, the Parties shall meet to negotiate terms for additional test access capabilities.

5.(a).2 SBC will agree to lease such splitters a line at a time subject to the following terms and conditions:

5.(a).2.1 Forecasts: CLEC will provide SBC with a forecast of its demand for each central office prior to submitting its first LSR for that individual office and then every January and July thereafter (or as otherwise agreed to by both parties). CLEC's failure to submit a forecast for a given office may affect provisioning intervals. In the event CLEC fails to submit a forecast in a central office which does not have available splitter ports, SBC shall have an additional ten (10) business days to install CLEC's line sharing order.

5.(a).2.2 Forecast Penalties: If CLEC fails to come within plus or minus twenty five percent (25%) of its forecast referenced in Section 5.(a).2.1 above, CLEC shall have an additional ninety (90) days to meet such forecast. If, on the 90th day, CLEC has failed to come within plus or minus twenty five percent (25%) of its forecast, CLEC shall pay SBC a penalty payment commensurate with the difference between the ports actually used and the ports forecasted as a nonrecurring charge. Should another carrier consume the splitter ports which were forecasted but not used by CLEC, SBC will discount CLEC's penalty payment to SBC on a pro rata basis.

5.(a).3 Splitter provisioning will use standard SBC configuration cabling and wiring in PACIFIC locations. Connecting Block layouts will reflect standard recognizable arrangements that will work with Pacific's Operational Support Systems ("OSS").

5.(a).4 Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

5.(a).5 All SBC-owned splitter equipment will be compliant with applicable national standards and NEBS Level 1. SBC retains the sole right to select SBC-owned splitter equipment and installation vendors.

5.(a).6 From time to time, SBC may need to replace or repair SBC-owned splitters or splitter cards which necessitate a brief interruption of service. In the event that service interruption is anticipated by SBC to last more than fifteen (15) minutes, SBC shall notify CLEC.

5.(a).7 When an end-user disconnects SBC's POTS service, SBC will initiate action to disconnect the POTS service, will notify CLEC of such disconnection and will reconfigure the loop to remove the splitter in order to conserve the splitter ports for future line sharing orders. CLEC shall pay a nonrecurring charge for any such reconfiguration. The loop reconfiguration will result in temporary downtime of the loop as the splitter is removed from the circuit. Upon request of either Party, the Parties shall meet to negotiate terms for such notification and disconnection.

(b) Option 2: CLEC may physically or virtually collocate central office POTS splitters. ~~In this case, CLEC will have the option to either purchase the central office POTS splitter of its choosing or to have ILEC purchase the splitter on the CLEC's behalf. The CLEC will lease the POTS splitter to ILEC at no cost. Subject to agreed to or ordered pricing, ILEC will install and maintain the splitter in the central office.~~

~~(a)~~5.(b).1 CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in the CLECs collocation arrangement area (whether caged or cageless) consistent with PACIFIC's standard collocation practices and procedure. When virtually collocated, PACIFIC will install, provision and maintain splitters under the terms of virtual collocation.

5.(b).1.2 When physically collocated, splitters will be placed in traditional collocation areas as outlined in the physical collocation terms and conditions in this Appendix or applicable Commissioned-ordered tariff. In this arrangement, the CLEC will have test access to the line side of the splitter on the terminating end of the cross connect to the collocation arrangement. It is recommended that the CLEC provision splitter cards that provide test port capabilities. When virtually collocated, PACIFIC will install the splitter in a PACIFIC bay and SBC will access the splitter on behalf of the CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties. The CLEC is not permitted direct physical access to the MDF or the IDF for testing.

5.(b).2 Splitter provisioning will use standard SBC configuration cabling and wiring in PACIFIC locations. Connecting Block layouts will reflect standard recognizable arrangements that will work with Pacific Operational Support Systems ("OSS"). All splitter equipment must be compliant with applicable national standards and NEBS Level 1.

5.(b).3 Splitter technology needs to adhere to established industry standards for

~~(b)~~(c) ~~Under either option (a) or (b), above, ILEC will install the splitter in one of three locations in the central office: (i) in a relay rack as close to the CLEC DS0 termination points as possible; (ii) where an intermediate or SPOT frame is used, on that frame; or (iii) where options (i) and (ii) are not available, on the main distribution frame or in some other appropriate location.~~ ILEC will either hard wire the splitter data ports to the CLEC collocation area when the CLEC owns the splitter (option b) or cross-connect the splitter data ports to a specified CLEC DS0 tie cable when Pacific owns the splitter. ~~at the option of the CLEC.~~

~~(c)~~(d) ~~CLEC may, at its option, collocate the splitters in its own collocation area. ILEC will cooperate in wiring the splitter appropriately to provide access to the high frequency spectrum network element.~~ [not needed since covered above.]

(e) ~~CLEC and ILEC may use any central office POTS splitter that meets the requirements for central office equipment collocation set by the FCC in its March 31, 1999 order in CC Docket No. 98-147. Should ILEC chose to deploy a POTS splitter that meets industry standards but is not compatible with CLEC xDSL equipment that meets industry standards, the ILEC will additionally deploy POTS splitters that meet industry standard and are compatible with CLEC's xDSL equipment.~~ [not needed since covered above.]

~~(e)If the POTS splitter is collocated in the CLEC's collocation area under subparagraph (d), above, ILEC agrees to indemnify and hold harmless CLEC for any harm to voice grade services caused by anything other than an intentional act by the CLEC. ILEC agrees that harm to voice grade services caused by anything other than an intentional act by the CLEC is not grounds for refusing to provide the CLEC access to the high frequency network element.~~ [AMY WAGNER NEEDS TO SUPPLY LANGUAGE. HOWEVER, OUR POSITION IS THAT SINCE THE CLEC LIABILTY AND INDEMNITY IS RECIPROCAL. IF SBC OWNS THE SPLITTER, IT IS LIABLE FOR ALL CAUSED PROBLEMS THAT RELATE SOLEY TO THE SPLITTER OR WILLFUL MISCONDUCT, IF THE CLEC OWNS THE SPLITTER THEN THE CLEC IS LIABLE FOR THE SAME. KEY HERE IS THAT CLEC GETS TO CHOOSE THE OPTION.

6. ILEC will begin providing CLEC with access to the high frequency network element in every central office where CLEC requests such access on or before June 6, 2000 ("Day One") under option 2, CLEC owned splitter.. As soon a central office has a splitter installed, the ILEC will begin accepting orders for shared lines served by that office. To order access to the high frequency network element, CLEC will provide ILEC with a ~~single~~ the necessary connecting facility assignment to permit interconnection.

7. ILEC will revise collocation applications to include space for requests for information regarding equipment necessary to access the high frequency network element. If CLEC requests that a central office where it is not currently collocated be provisioned for line sharing, CLEC will indicate its request on the collocation application for that central office. If CLEC's collocation application is accepted, ILEC will make the office ready for line sharing during the interval applicable to CLEC's request for collocation. [I think in concept we are okay – if the Covad can agree to the forecasting language I supplied above. - Allan]

8. Beginning on Day One, ILEC will provide the CLEC with access to the high frequency spectrum network element within the current standard unbundled loop provisioning interval, presently 5 days for up to 20 loops with no conditioning,

and 10 days for up to 20 loops with conditioning. The interval will be measured from the date the CLEC places ~~the~~ an accurate LSR ~~order~~ for the network element. ~~Within 3 months of Day One and continuing thereafter, ILEC will provide access to the high frequency spectrum network element within 48 hours of receiving an order for the element from the CLEC. Within 6 months of Day One and continuing thereafter, ILEC will begin provide access to the high frequency spectrum network element within 24 hours of receiving an order for the element from the CLEC.~~ In all cases, SBC will provide the CLECs with the same intervals as provided for SBC's data affiliates, or the published intervals, which ever is the shortest.

8(a) PACIFIC will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will assure basic metallic loop parameters, including continuity and pair balance.

8(b) For each loop, CLEC shall at the time of ordering notify PACIFIC as to the PSD mask of the technology the CLEC intends to deploy on the loop. If and when a change in PSD mask is made, CLEC will immediately notify PACIFIC. PACIFIC will use this formation for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, CLEC shall provide PACIFIC with a technical description of the technology (including power mask) for inventory purposes.

9. ILEC will provide CLEC with nondiscriminatory access that is available by electronic or manual means to its loop make-up information. In the interim, loop make-up data will be provided in accordance with the FCC's UNE Remand Order. Specifically, CLEC will be given nondiscriminatory access to the same loop make-up information that the ILEC is providing to any other CLEC and/or an advanced services affiliate. [I agree, but I wonder if this is repetitious with what's in paragraph 3 above.]

10. For test, repair and maintenance purposes, ILEC will allow CLEC direct physical access to any loop containing a high frequency network element leased by the CLEC at the point where the combined voice and data loop enters the central office splitter or intermediate (or SPOT) frame, for splitters owned by the CLEC. The point of demarcation will at the place where the data loop leaves the splitter on its way to the CLEC's xDSL equipment. ~~The CLEC will have direct physical access to the MDF or the IDF for testing its data services comparable to the ILEC's access for testing its voice services.~~ When SBC owns the splitter, SBC will provide test access to the splitter or perform the testing on behalf of the CLEC, at SBC's option.

11. ILEC will be responsible for repairing voice services and the physical line. CLEC will be responsible for repairing data services. Each entity will be responsible for

maintaining its own equipment. The party that controls the central office splitter will be responsible for maintaining it.

11.(a) If PACIFIC isolates a trouble (causing significant degradation or out of service condition to the POTS service) to the HFPL caused by the CLEC data equipment or CLEC-owned splitter, PACIFIC will attempt to notify the CLEC and request a trouble ticket and committed restoration time for clearing the reported trouble (no longer than 24 hours). The CLEC will allow the end user the option of restoring the POTs service if the end user is not satisfied with the repair interval provided by the CLEC. If the end user chooses to have the POTS service restored until such time as the HFPL problem can be corrected and notifies either CLEC or PACIFIC (or if the CLEC has failed to restore service within 24 hours), either Party will notify the other and PACIFIC will "cutaround" the POTS Splitter/DSLAM equipment to restore POTS. When the CLEC resolves the trouble condition in its equipment, the CLEC will contact PACIFIC to restore the HFPL portion of the loop. In the event the trouble is identified and corrected in the CLEC equipment, PACIFIC will charge the CLEC upon closing the trouble ticket.

11.(b). Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where CLEC has requested recommended conditioning not be performed, PACIFIC's maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's request, PACIFIC will verify continuing, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design.

12. ILEC and CLEC will work together to diagnose and resolve any troubles reported by the end-user. ILEC will not terminate CLEC data service based on a customer initiated complaint unless either (a) the customer's voice service is completely inoperable due to a problem caused by CLEC's equipment; or (b) ILEC has the permission of the CLEC; and (c) the termination is limited in duration to the time necessary to repair the trouble. [See if 11(a) above works for Covad. If it does, then I wonder if 12 is needed. If it does not, can we include sections of 12 into 11a that make it work for both? – Allan]

13. ILEC and CLEC agree to the following interim prices for access to the high frequency network element. Any element necessary for interconnection that is not identified below is priced as currently set forth in the Interconnection Agreement. The interim recurring price for the high frequency portion of the loop is $0 [insert Pacific proposed pricing as set forth in arbitration – I believe ½ loop rate.]. The interim non-recurring prices are the rates established by the

California Public Utilities Commission in OANAD for the basic loop. These interim prices shall be subject to true up based on a TELRIC-based cost docket before the California Public Utilities Commission. [Need to have wholesale marketing or legal supply the pricing. – Allan]

14. Appropriate cost recovery for operational systems upgrades related to line sharing will be addressed in the cost docket referenced in Paragraph 11. [need wholesale marketing/legal to review.]

15. In the event of conflict between the terms of this Amendment and the terms of the Interconnection Agreement, the terms of this Amendment will control.

ILEC	CLEC
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____
PRINT NAME & TITLE	
_____	_____
_____	_____